

### Instructions

The Subscriber must submit to the Corporation, at the address stated in section 8 of the accompanying subscription agreement, the applicable documents and instruments stated below, no later than 72 hours prior to the proposed Closing:

- (a) a duly completed and signed copy of this agreement; and
- (b) a duly completed and signed copy of exhibit A; and
- (c) if the Subscriber is an individual who initialled paragraph 2(j), 2(k) or 2(l) of exhibit A, then a duly completed and signed copy of exhibit B; and
- (d) a duly completed and signed copy of exhibit C; and
- (e) a certified cheque to the order of "SHEA NERLAND LLP IN TRUST" in a sum equal to the total purchase price for the Offered Debentures.

If the subscription agreement is incomplete, or the information provided in the subscription agreement is inaccurate, the subscription agreement may be rejected.

Capitalized terms that are not defined in these instructions have the meanings ascribed to them in the subscription agreement.

# **SUBSCRIPTION AGREEMENT**

# To: Cantest Funding Corp. (the "Corporation")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and offers to purchase the number of 12% unsecured debentures due October 31, 2020, of the Corporation stated in section B below (the "**Offered Debentures**"), for a purchase price of C\$1.00 per Offered Debenture.

Section A – Subscriber	Section B – Offered Debentures
Provide the following information:	Provide the following information:
Out a with a da full to a day a way	Number of Offered Debentures:
Subscriber's full legal name	Total purchase price (C\$)
Subscriber's signature	Section C – Principal
Signatory's name and title (if the Subscriber is not an individual)	If the Subscriber is purchasing as agent for a principal, then provide the following information:
Date	Principal's full legal name
Subscriber's street address	Principal's street address
Subscriber's municipality, state, and zip code	Principal's municipality, state, and zip code
Subscriber's telephone number	Principal's telephone number
Subscriber's e-mail address	Principal's e-mail address
Section D – Registration Instructions	Section E – Delivery Information
If the Subscriber is subscribing through a broker or other intermediary, then provide the intermediary's registration instructions below:	If the Subscriber is subscribing through a broker or other intermediary, then provide the intermediary's delivery instructions below:

Section F - Insiders			
☐ Check this box if the Subscriber is an "insider" of the Corporation, as defined in the Securities Act (Alberta).			
Section G – Registrants			
☐ Check this box if the Subscriber is a "registrant" as defined in the Securities Act (Alberta).			
CORPORATION'S ACCEPTANCE			
The Corporation hereby accepts this agreement on the terms stated below.			
CANTEST FUNDING CORP.			
Per: Date: Date: Adam Morand President			

### 1. Purchase and Sale of Offered Debentures.

- (a) The Subscriber shall purchase the Offered Debentures from the Corporation, and the Corporation shall issue and sell the Offered Debentures to the Subscriber, on the terms stated in this agreement.
- (b) The purchase and sale of the Offered Debentures will take place remotely via the exchange of documents, instruments, and signatures, at one or more closings, with the first such closing to occur on November 1, 2017, at 2:00 p.m. (Mountain Time), or at such other place and time of the Corporation's choosing (the "Closing").
- (c) At the Closing, the Corporation shall issue the Offered Debentures to the Subscriber against receipt of this agreement and the payment of the total purchase price for the Offered Debentures.
- **2. Representations and Warranties.** The Subscriber hereby represents and warrants to the Corporation, and will be deemed to have so represented and warranted again at the Closing, as follows:
  - (a) The information that the Subscriber has provided in this agreement is accurate and does not contain any "misrepresentation" as defined in the Securities Act (Alberta).
  - (b) If the Subscriber is an individual, then he or she is not less than 18 years of age and has not been found to be a person of unsound mind under any law or by any court of competent jurisdiction. If the Subscriber is not an individual, then it is duly incorporated, continued, formed, or settled, as the case may be, and is in good standing, under the laws of its jurisdiction of incorporation, continuance, formation, or settlement.
  - (c) If the Subscriber is an individual, then the Subscriber has the capacity, and if the Subscriber is not an individual, then the Subscriber has the power and authority to execute, deliver, and perform its obligations under this agreement.
  - (d) The Subscriber's execution, delivery, and performance of her, his, or its obligations under this agreement do not and will not violate the Subscriber's constating documents, if any, any legal or regulatory instrument to which the Subscriber is subject, or the terms of any agreement, commitment, or arrangement by which the Subscriber is bound.
  - (e) This agreement is binding on, and enforceable against, the Subscriber in accordance with its terms, except as such enforceability may be affected by laws affecting the enforcement of creditors' rights generally, and the availability of equitable remedies may be limited by equitable principles of general applicability.
  - (f) The Subscriber is in material compliance with all applicable laws and regulations.
  - (g) The Subscriber is not a party to any legal or regulatory action or proceeding that may adversely affect the Subscriber's performance of her, his, or its obligations under this agreement, and to the Subscriber's knowledge, no such action or proceeding is pending or threatened.
  - (h) The Subscriber is aware that the purchase and sale of the Offered Debentures forms part of a larger distribution of a minimum of 1,000,000 and a maximum of 5,000,0000 Offered Debentures, at a purchase price of C\$1.00 per Offered Debenture, for minimum gross proceeds of C\$1,000,000 and maximum gross proceeds of C\$5,000,000 (the "Offering").
  - (i) Immediately following the Offering, the Corporation will loan the proceeds of the Offering to Cantest Solutions Inc. on the following terms:
    - (i) The loan will bear interest at the rate of 12% per annum, payable quarterly in arrears on January 31, April 30, July 31, and October 31 of each year;
    - (ii) The term of the loan will be three years from the Closing; and

- (iii) Payment of the loan will be made in one lump sum of the principal and interest payable at the end of its term.
- (j) THE SUBSCRIBER IS AWARE THAT:
  - (i) THE PURCHASE PRICE FOR THE OFFERED DEBENTURES WILL BE HELD IN TRUST PENDING THE CORPORATION'S ACCEPTANCE OR REJECTION OF THIS AGREEMENT;
  - (ii) THE CORPORATION MAY ACCEPT OR REJECT THIS AGREEMENT FOR ANY REASON: AND
  - (iii) IF THE CORPORATION REJECTS THIS AGREEMENT, THEN IT WILL PROMPTLY RETURN THE PURCHASE PRICE FOR THE OFFERED DEBENTURES TO THE SUBSCRIBER, AFTER WHICH THE CORPORATION WILL HAVE NO FURTHER OBLIGATIONS TO THE SUBSCRIBER UNDER OR ARISING OUT OF THIS AGREEMENT.
- (k) The Subscriber is capable of evaluating the risks relating to an investment in, and is aware of the characteristics of, the Offered Debentures.
- (I) The Subscriber is able, without impairing her, his, or its financial condition, to bear the economic risk of losing its entire investment in the Offered Debentures.
- (m) The Subscriber is aware that the Closing is conditional upon such purchase and sale of the Offered Debentures being exempt from the prospectus requirement in Canadian securities legislation.
- (n) The Subscriber is, or is deemed to be, purchasing the Offered Debentures as principal and not for the benefit of any other person.
- (o) If the Subscriber is resident in a jurisdiction other than the Province of Ontario, then the Subscriber is an "accredited investor" described in section 1.1 of National Instrument 45-106.
- (p) If the Subscriber is resident in the Province of Ontario, then the Subscriber is an "accredited investor" described in subsection 73.3(2) of the Securities Act (Ontario).
- (q) If the Subscriber is not an individual, then the Subscriber was neither created nor is being used solely to purchase or hold the Offered Debentures as an "accredited investor" described in paragraph (m) of the definition of "accredited investor" in section 1.1 of National Instrument 45-106.
- (r) The Subscriber is aware that, as a consequence of acquiring the Offered Debentures in reliance on a prospectus exemption in Canadian securities legislation, certain protections, rights and remedies provided by Canadian securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber.
- (s) The Subscriber is aware that there are restrictions in Canadian securities legislation on the ability of the Subscriber to resell the Offered Debentures, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them.
- (t) The Subscriber is aware that, until certain Canadian resale restrictions expire, the Subscriber will not be able to resell the Offered Debentures in Canada unless the Subscriber complies with an exemption from the prospectus requirement in Canadian securities legislation.
- (u) The Subscriber is aware that the certificate, if any, representing the Offered Debentures will carry the following legend relating to the Canadian resale restrictions:
  - UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS

SECURITY MUST NOT TRADE THIS SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) NOVEMBER 1, 2017, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.

- (v) The Subscriber is aware that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offered Debentures.
- (w) The Subscriber is aware of the risks associated with an investment in the Offered Debentures.
- (x) The Subscriber is aware that there is no insurance covering the Offered Debentures.
- (y) No person has made any representation to the Subscriber that the Offered Debentures will be listed or quoted, or that an application has been or will be made to list or quote the Offered Debentures, on any stock exchange or quotation and trade reporting system.
- (z) No person has made any representation to the Subscriber that, after the Closing, any person will repurchase or resell the Offered Debentures and, no person has made any representation to the Subscriber that that any person will refund the purchase price for the Offered Debentures.
- (aa) No person has given any undertaking to the Subscriber relating to the future value or future purchase price of the Offered Debentures.
- (bb) The Subscriber has not requested or received any prospectus, offering memorandum, or other disclosure document that describes or purports to describe the Corporation's business and affairs, that was prepared for delivery to, and review by, the Subscriber in order to assist him, her, or it in making an investment decision about the Offered Debentures.
- (cc) The Subscriber is not aware of any advertising in any form (including in printed media of general and regular paid circulation or other printed public media, radio, television, telecommunications, or Internet) to solicit purchasers of the Offered Debentures.
- (dd) The Subscriber has relied solely upon (i) this agreement, (ii) the Subscriber's due diligence review of the Corporation and the Offered Debentures, and (iii) publicly-available information about the Corporation and the Offered Debentures, if any, and not upon any verbal or written representation made by or on behalf of the Corporation. The Subscriber is aware that the Corporation makes no representation as to the accuracy of any such publicly-available information.
- The Subscriber is neither a "politically exposed foreign person" nor a "shell bank" as those terms are defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, and the Subscriber's subscription for and offer to purchase the Offered Debentures is in no way related to the commission or the attempted commission of a money-laundering offence under subsection 462.31(1) of the *Criminal Code* (Canada), or a terrorist offence under section 83.02, 83.03, 83.04 of the *Criminal Code* (Canada) or section 83.12 of the *Criminal Code* (Canada) arising out of a contravention of section 83.08 of that Act. The Subscriber agrees with the Corporation that, to the extent required by such laws and regulations, the Corporation may, in good faith, take all such actions that the Corporation determines to be necessary or desirable to protect the Corporation's interests, and the Subscriber agrees that it will have no claim, and will not pursue any claim, against the Corporation or any other person as a result of any such actions.
- (ff) The Subscriber is not aware of any person acting or purporting to act in connection with the purchase and sale of the Offered Debentures that is, or may be, entitled to any commission or finder's fee. If any other person establishes a claim to a commission or finder's fee, then the Subscriber shall indemnify the Corporation and its directors, officers, employees, consultants, advisors, and other representatives against any losses and liabilities (including legal fees and expenses), whether or not the losses or liabilities involve a third-party claim, that arise, directly or indirectly, from such claim.

- (gg) The Subscriber is aware that Shea Nerland LLP is acting solely as legal counsel to the Corporation in connection with the purchase and sale of the Offered Debentures, not as legal counsel to the Subscriber, and that the Subscriber must consult here, his, or its own professional advisers to obtain advice on the financial, legal, and tax consequences that may apply to the Subscriber in connection with an investment in the Offered Debentures.
- (hh) The Subscriber has consulted, or has had the opportunity to consult, with her, his, or its own professional advisers to obtain advice on the financial, legal and tax consequences that may apply to the Subscriber in connection with an investment in the Offered Debentures.

### 3. Additional Representations and Warranties Relating to U.S. Matters.

- (a) In this section 3, "U.S. Subscriber" means any Subscriber that:
  - (i) is a "U.S. person" as defined in Rule 902 of Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act of 1933");
  - (ii) was in the United States of America (the "United States") at the time the Corporation offered the Offered Debentures to the Subscriber;
  - (iii) was in the United States at the time the Subscriber placed the order to purchase the Offered Debentures or executed or delivered this agreement.
- (b) If the Subscriber is a U.S. Subscriber, then the Subscriber hereby represents and warrants to the Corporation, and will be deemed to have so represented and warranted again at the Closing, as follows:
  - (i) The Subscriber is aware that the Offered Debentures are "restricted securities" as defined in Rule 144 under the Securities Act of 1933 and may not be offered or sold in the United States without registration under the Securities Act of 1933 or compliance with the requirements of an exemption from registration and all applicable state securities laws.
  - (ii) The Subscriber is aware that the Offered Debentures have not been and will not be registered under the Securities Act of 1933 or any state securities laws.
  - (iii) The Subscriber is aware that sale of the Offered Debentures is being made in reliance on exemptions from the registration requirements under the Securities Act of 1933.
  - (iv) The Subscriber is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act of 1933, and has duly completed, executed, and delivered to the Corporation a copy of exhibit C.
  - (v) The Subscriber is aware that the Corporation is not obligated to file and has no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities administrator any registration statement in respect of the resale of the Offered Debentures.
  - (vi) The Subscriber is aware that the acquisition and disposition of the Offered Debentures may have tax consequences under the laws of the United States including, without limitation, consequences relating to the potential applicability of federal tax rules on "passive foreign investment companies" and "qualified electing fund" elections (as such terms are defined in the United States Internal Revenue Code of 1986, as amended).
  - (vii) The Subscriber is aware that the Corporation is under no obligation to be or to remain a "foreign issuer" within the meaning of Regulation S under the Securities Act of 1933, may not, at the time the Offered Debentures are resold or at any other time, be a foreign issuer, and may engage in one or more transactions that could cause the Corporation not

to be a foreign issuer. If the Corporation is not a foreign issuer at the time of any resale pursuant to Rule 904 of Regulation S under the Securities Act of 1933, the certificate delivered to the buyer may continue to bear the legend contained in section 4(b)(ix).

- (viii) The Subscriber is aware that, if the Corporation is ever deemed to be or to have been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the Securities Act of 1933 may not be available for the resale of the Offered Debentures, and the Corporation is not obligated to take, and has no present intention of taking, any action to make Rule 144 under the Securities Act of 1933, or any other exemption, available for resale of the Offered Debentures.
- (ix) The Subscriber is aware that the certificate representing the Offered Debentures, and any certificate issued in exchange for or in substitution of that certificate, will bear the following legend, until the legend is no longer required under the Securities Act of 1933 or applicable state securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933"), OR ANY STATE SECURITIES LAWS. THE HOLDER OF THE SECURITIES, BY PURCHASING OR OTHERWISE HOLDING THE SECURITIES, AGREES FOR THE BENEFIT OF CANTEST FUNDING CORP. (THE "CORPORATION") THAT THE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OF 1933 AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OF 1933 OR ANY APPLICABLE STATE SECURITIES LAWS, AFTER THE HOLDER HAS PROVIDED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

- (x) The Subscriber is aware that the Corporation has the right not to record on its books a transfer of the Offered Debentures by any person in the United States unless it is satisfied that the transfer is exempt from or not subject to registration under the Securities Act of 1933 and any applicable state securities laws.
- (xi) The Subscriber's subscription for and offer to purchase the Offered Debentures is in no way related to the commission or the attempted commission of a money-laundering offence under the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended. The Subscriber agrees with the Corporation that, to the extent required by such law, the Corporation may, in good faith, take all such actions that the Corporation determines to be necessary or desirable to protect the Corporation's interests, and the Subscriber will have no claim, and will not pursue any claim, against the Corporation or any other person as a result of any such actions.
- (xii) The Subscriber is aware that, because the Corporation was incorporated and organized under the *Business Corporations Act* (Alberta), the Corporation's assets are located outside of the United States, and all of the Corporation's directors and officers reside in Canada, it may be difficult to provide service of process on the Corporation for court proceedings, and enforce any judgment against the Corporation, in the United States.

# 4. Obligations. The Subscriber shall:

- (a) comply with all applicable laws and regulations relating to the Offered Debentures, and take all such further actions, and execute all such further documents and instruments, that the Corporation determines to be necessary or desirable to effect, or provide evidence of, such compliance;
- (b) deliver the following documents and instruments to the Corporation, at the address stated in section 8, no later than 72 hours prior to the Closing:
  - (i) a signed copy of this agreement; and
  - (ii) a signed copy of exhibit A; and
  - (iii) if the Subscriber is an individual who initialled paragraph 2(j), 2(k) or 2(l) of exhibit A, then a signed copy of exhibit B; and
  - (iv) a signed copy of exhibit C; and
  - a certified cheque to the order of "SHEA NERLAND LLP IN TRUST" in a sum equal to the total purchase price for the Offered Debentures;
- (c) use its best efforts to satisfy the conditions stated in section 5; and
- (d) promptly notify the Corporation if it becomes aware of any fact that would, or would be reasonably expected to, preclude the satisfaction of such conditions.
- **5. Conditions to Closing.** The Corporation's obligation to sell the Offered Debentures to the Subscriber is subject to the satisfaction of the following conditions, any of which the Corporation may waive at its discretion:
  - (a) that the sale of the Offered Debentures complies with all applicable laws and regulations;
  - that the representations and warranties of the Subscriber in this agreement were accurate on the date the Subscriber executed this agreement and are accurate at the Closing;
  - (c) that the Subscriber has performed those of its obligations under this agreement that it is required to perform prior to the Closing;
  - (d) that all of the conditions precedent to the completion of the Arrangement, other than the closing of the Offering, have been satisfied or waived; and
  - (e) that the Corporation has accepted and signed this agreement.

#### 6. Privacy.

- (a) The Subscriber hereby authorizes the Corporation to collect, use, and disclose the Subscriber's personal information contained in this agreement for the following purposes:
  - (i) compliance with Alberta corporations laws, including the requirement to prepare and maintain a securities register that records the names, alphabetically arranged, and the address of each person who is or has been a security holder of the Corporation, the number of securities held by each security holder, and the date and particulars of the issue and transfer of such securities;
  - (ii) compliance with Canadian securities legislation, including the requirement to file the information pertaining to the Subscriber as set out in Schedule 1 or 2 of Form 45-106F1 Report of Exempt Distribution with Canadian securities regulators within ten days from the date of the Closing;

- (iii) compliance with the money-laundering and terrorist-financing legislation referred to in section 2(ee) and section 3(b)(xi); and
- (b) The Subscriber acknowledges that the Subscriber's personal information is being collected by Canadian securities regulators under the authority granted in Canadian securities legislation, and that the personal information is being collected for the purposes of the administration and enforcement of such securities legislation.
- (c) The Subscriber acknowledges that it may contact the public official in the Subscriber's local jurisdiction listed in <u>exhibit D</u> who can answer questions about the security regulator's indirect collection of the Subscriber's personal information.
- 7. Indemnification. The Subscriber shall indemnify the Corporation, and its directors, officers, employees, consultants, agents, advisors, and other representatives against any losses and liabilities (including legal fees and expenses), whether or not those losses and liabilities involve a third-party claim, that arise, directly or indirectly, from any inaccurate representation made by the Subscriber in, or the failure of the Subscriber to perform any of its obligations under, this agreement.

### 8. Notice.

- (a) Except as otherwise stated in this agreement, any notice or other communication under this agreement is valid if it is in writing, is delivered by hand or by any service that provides proof of mailing and proof of delivery (or that a delivery attempt was made, as the case may be), or by email, and is addressed as follows:
  - (i) To the Corporation:

Cantest Funding Corp. c/o Shea Nerland LLP 1400, 350 – 7 Avenue S.W. Calgary, Alberta T2P 3N9, Canada E-mail: gwarkentin@sheanerland.com Attention: Glenn Warkentin

- (ii) To the Subscriber in accordance with the information that the Subscriber has provided on the first page of this agreement.
- (b) A valid notice or other communication under this agreement will be effective when the applicable party receives it. A party will be deemed to have received a notice or other communication at the time and date indicated on the executed receipt for the notice or other communication, or if the applicable party rejects or otherwise refuses to accept it, or it cannot be delivered because of a change in address for which no notice was given or a disruption in delivery outside of the control of the parties, then upon that rejection, refusal or inability to deliver.
- (c) If a notice or other communication is received after 5:00 p.m. (Mountain Time), then a party will be deemed to have received the notice or other communication at 9:00 a.m. (Mountain Time) on the next day that is not a Saturday, a Sunday, or a statutory holiday in the Province of Alberta.

# 9. General.

- (a) This agreement constitutes the entire understanding between the parties with respect to its subject matter, and supersedes all other agreements, commitments and arrangements, whether written or oral, between the parties.
- (b) Terms in this agreement that are defined in National Instrument 14-101 Definitions have the definitions ascribed to them in that instrument.

- (c) If the Subscriber is acting as agent for a principal, then unless the context otherwise requires, each reference in this agreement to the Subscriber is deemed to also be a reference to the principal, and any acknowledgement, representation, warranty, and obligation of the Subscriber in this agreement is deemed to also be an acknowledgement, representation, warranty, and obligation of that principal.
- (d) If any provision of this agreement is held to be unenforceable, then that provision will be construed by modifying it to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with this section 9(d), then the rest of this agreement will remain in effect as written, and the unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- (e) This agreement is personal to the Subscriber. The Subscriber shall not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the Corporation. Any purported assignment or delegation in breach of this section 9(e) will be void.
- (f) This agreement inures to the benefit of and binds the parties and their respective successors, permitted assigns, heirs, executors, administrators, and other legal representatives, as applicable.
- (g) No amendment to this agreement will be effective unless it is in writing and executed by all parties.
- (h) No waiver of the satisfaction of a condition or the failure to comply with an obligation under this agreement will be effective unless it is in writing and executed by the Corporation, and no such waiver will constitute a waiver of the satisfaction of any other condition or the failure to comply with any other obligation.
- (i) Each party shall bear the expenses incurred by it in connection with the preparation, execution, and delivery of, and the performance of its obligations under, this agreement.
- (j) The Province of Alberta's laws, and Canada's laws applicable in the Province of Alberta, govern the interpretation of this agreement. The parties hereby attorn to the exclusive jurisdiction of the Province of Alberta's courts.
- (k) The parties hereby agree that this agreement and all related notices and documents are to be in the English language. Les parties aux présentes conferment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.
- (I) If the parties execute this agreement in several counterparts, then each such counterpart will be deemed to be an original and all such counterparts together will be deemed to constitute one instrument.

# EXHIBIT A TO THE SUBSCRIPTION AGREEMENT

### FORM FOR ALL ACCREDITED INVESTORS

### To: Cantest Funding Corp. (the "Corporation")

In connection with your subscription for and offer to purchase 12% unsecured debentures due October 31, 2020, of the Corporation (the "**Offered Debentures**"), you hereby represent and warrant to the Corporation as follows:

- 1. You are, or are deemed to be, purchasing the Offered Debentures as principal and not for the benefit of any other person.
- You fit within one or more of the following categories: [Initial and complete each category that applies.] 2. Except in Ontario, you are a Canadian financial institution, or a Schedule III Bank. In (a) Ontario, you are a financial institution described in paragraph 1, 2, or 3 of subsection 73.1 (1) of the Securities Act (Ontario). (b) You are the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada). You are a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns (c) all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary. Except in Ontario, you are a person registered under the securities legislation of a (d) jurisdiction of Canada as an adviser or dealer. In Ontario, you are a person or company (as defined in the Securities Act (Ontario)) registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations made under the Securities Act (Ontario). You are an individual registered under the securities legislation of a jurisdiction of Canada (e) as a representative of a person referred to in paragraph (d). You are an individual formerly registered under the securities legislation of a jurisdiction of (e.1)Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador). (f) You are the Government of Canada or a jurisdiction of Canada, or any crown corporation. agency, or wholly owned entity of the Government of Canada or a jurisdiction of Canada. You are a municipality, public board or commission in Canada and a metropolitan (g) community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec. (h) You are any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government. You are a pension fund that is regulated by either the Office of the Superintendent of (i) Financial Institutions (Canada) a pension commission or similar regulatory authority You are an individual who, either alone or with a spouse, beneficially owns, directly or (j) indirectly, financial assets having an aggregate realizable value that, before taxes but net

	of any related liabilities, exceeds C\$1,000,000.
	The aggregate realizable value of your financial assets before taxes is:
	C\$
	Your related liabilities are:
	C\$
(j.1)	You are an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000.
	The aggregate realizable value of your financial assets before taxes is:
	C\$
	Your related liabilities are:
	C\$
(k) <u> </u>	You are an individual whose net income before taxes exceeded C\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded C\$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year.
	Your net income before taxes in 2016 was:
	☐ C\$200,000-300,000 ☐ C\$300,000-400,000 ☐ greater than C\$400,000
	Your net income before taxes in 2015 was:
	☐ C\$200,000-300,000 ☐ C\$300,000-400,000 ☐ greater than C\$400,000
	If applicable, the net income before taxes of your spouse in 2016 was:
	☐ C\$300,000-400,000 ☐ C\$400,000-500,000 ☐ greater than C\$500,000
	If applicable, the net income before taxes of your spouse in 2015 was:
	☐ C\$300,000-400,000 ☐ C\$400,000-500,000 ☐ greater than C\$500,000
(I) <u> </u>	You are an individual who, either alone or with a spouse, has net assets of at least C\$5,000,000.
	Your total assets are:
	C\$

	Your total liabilities (including outstanding taxes) are:
	C\$
	Your net assets are:
	C\$
(m)	 You are a person, other than an individual or an investment fund, that has net assets of at least C\$5,000,000 as shown on its most recently prepared financial statements.
(n)	You are an investment fund that distributes or has distributed its securities only to: (i) a person that is or was an accredited investor at the time of the trade; (ii) a person that acquires or acquired securities in the circumstances referred to in section 2.10 of National Instrument 45-106 (where the person subscribes for a minimum amount investment) and section 2.19 of National Instrument 45-106 (where the person makes an additional investment in investment funds); or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106.
(o)	 You are an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for whom the securities regulator or, in Québec, the securities regulatory authority, has issued a receipt.
(p)	 You are a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be.
(q)	 You are a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction.
(r)	 You are a registered charity under the <i>Income Tax Act</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded.
(s)	 You are an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function.
(t)	 You are a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors. [Provide the names of the owners indicate how they qualify as accredited investors.]
(u)	 You are an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.
(v)	 You are a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator, as an accredited investor.
(w)	 You are a trust established by an accredited investor for the benefit of the accredited

	all of the beneficiaries are accredited investor or a pa accredited investor, of that	of which a majority of the trustees are accredited investors and the accredited investor's spouse, a former spouse of the irent, grandparent, brother, sister, child or grandchild of that accredited investor's spouse or of that accredited investor's he names of the trustees indicate how they qualify as
the Offered Debe	entures as an accredited inve	t created, and you are not being used, solely to purchase or hold estor described in paragraph (m) of the definition of "accredited
		If you initialled any paragraph of section 2, then provide the following information:
		Name
		Signature
		Name and title of signatory (if applicable)
		Date
YOU INITIALLED	PARAGRAPHS 2(J), 2(K)	OR 2(L), THEN YOU MUST ALSO COMPLETE EXHIBIT B.
	*****	*******
	the Offered Debe investor" in Natio	all of the beneficiaries are accredited investor or a paracredited investor, of that former spouse. [Provide to accredited investors.]  If you are not an individual, then you were not the Offered Debentures as an accredited investor" in National Instrument 45-106.  YOU INITIALLED PARAGRAPHS 2(J), 2(K) (Control of the parameters) and the parameters are accredited investor.

In this exhibit A, the following definitions apply:

### (a) "Canadian financial institution" means

- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

### (b) "control person" means

- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a person holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer; or
- (ii) each person in a combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, who holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer.

# (c) "director" means

- (i) a member of the board of directors of a corporation or an individual who performs similar functions for a corporation, and
- (ii) with respect to a person that is not a corporation, an individual who performs functions similar to those of a director of a corporation.

# (d) "eligibility adviser" means

- a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed; and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
  - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.
- (e) "executive officer" means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
- (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
- (iv) performing a policy-making function in respect of the issuer.
- (f) "financial assets" means the following:
  - (i) cash,
  - (ii) securities, or
  - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation,

but does not include real estate.

- (g) "founder" means, in respect of an issuer, a person who,
  - acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
  - (ii) at the time of the trade is actively involved in the business of the issuer.
- (h) "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction.
- (i) "investment fund" means a mutual fund or a non-redeemable investment fund.
- (j) "mutual fund" means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer.
- (k) "net assets" means total assets (including real estate) minus total debt.
- (I) "non-redeemable investment fund" means an issuer
  - (i) whose primary purpose is to invest money provided by its security holders,
  - (ii) that does not invest
    - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
    - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
  - (iii) that is not a mutual fund.

(m) "person" includes any individual, corporation, partnership, association, syndicate, organization, trust, trustee, executor, administrator or other legal representative.

### (n) "promoter" means

- a person, acting alone or in conjunction with one or more other persons or a combination of them, that, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, or
- (ii) a person that, directly or indirectly, receives in consideration of services or property, or both.
  - (A) 10% or more of any class of securities of the issuer, or
  - (B) 10% or more of the proceeds from the sale of any class of securities of a particular issue,

in connection with the founding, organizing or substantial reorganizing of the business of the issuer, but does not include a person or company that receives securities or proceeds solely

- (C) as underwriting commissions, or
- (D) in consideration of property transferred to the issuer, if that person or company does not otherwise take part in founding, organizing or substantially reorganizing the business.

# (o) "related liabilities" means

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ii) liabilities that are secured by financial assets.
- (p) "Schedule III Bank" means an authorized foreign bank named in Schedule III of the Bank Act (Canada)
- (q) "spouse" means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).
- (r) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

# EXHIBIT B TO THE SUBSCRIPTION AGREEMENT

# FORM 45-106F9 FORM FOR INDIVIDUAL ACCREDITED INVESTORS

# WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER:		
1. About your investment		
Type of securities: Debentures	Issuer: Cantest Funding Corp.	
Purchased from: Treasury		
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PUR	CHASER	
2. Risk acknowledgement		
This investment is risky. Initial that you understand that:		Initials
Risk of loss – You could lose your entire investment of C\$ [Insert the total dollar amount of the investment.]		
Liquidity risk – You may not be able to sell your investment quickly – or at all.		
Lack of information – You may receive little or no information about your investment.		
Lack of advice – You will not receive advice from the s suitable for you unless the sales person is registered. T or provides information to, you about making this invest registered, go to <a href="https://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	he sales person is the person who meets with,	
3. Accredited investor status		
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of Accredited Investor. That person, or the sales person identified in section 5, can help you if you have questions about whether you meet these criteria.		Initials
Your net income before taxes was more than C\$200 years, and you expect it to be more than C\$200,000 your net income before taxes on your personal income before taxes.	0 in the current calendar year. (You can find	
Your net income before taxes combined with your spouse's was more than C\$300,000 in each of the two most recent calendar years, and you expect your combined net income before taxes to be more than C\$300,000 in the current calendar year.		

Either alone or with your spouse, you own more than C\$1 million in cash and securities, after subtracting any debt related to the cash and securities.			
Either alone or with your spouse, you have net assets worth more than C\$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)			
4. Your name and signature			
By signing this form, you confirm that you have read this form and y investment as identified in this form.	ou understar	nd the risks of making this	3
First and last name (please print):			
Signature: Date:			
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	·		
5. Sales person information			
The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.			
First and last name of sales person (please print):			
Telephone: Email:			
Name of firm (if registered):			
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER			
6. For more information about this investment			
Name: Cantest Funding Corp.  Address: c/o Shea Nerland LLP, 1400, 350 – 7 Avenue S.W., Calgary, Alberta T2P 3N9, Canada  Attention: Glenn Warkentin  Telephone: (403) 299-9675  E-mail: gwarkentin@sheanerland.com  Website: N/A			

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="https://www.securities-administrators.ca">www.securities-administrators.ca</a>.

# EXHIBIT C TO THE SUBSCRIPTION AGREEMENT

# U.S. ACCREDITED INVESTOR FORM

To: Cantest Funding Corp. (the "Corporation")

In connection with your subscription for and offer to purchase 12% unsecured debentures due October
31, 2020, of the Corporation (the "Offered Debentures"), you hereby represent and warrant to the Corporation
that you satisfy one or more of the following categories of "accredited investor" within the meaning of Rule
501(a) of Regulation D under the Securities Act of 1933, as amended: [Initial each category that applies.]

_ Category 1.	A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
_ Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; or;
_ Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or;
Category 4.	An insurance company as defined in Section 2(13) of the 1933 Act; or
Category 5.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
 _ Category 6.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
Category 7.	A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
_ Category 8.	A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US\$5,000,000; or
_ Category 9.	An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
 _ Category 10.	A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or
_ Category 11.	An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000; or
 _ Category 12.	Any director or executive officer of the Company; or

Category 13.	spouse, excluding the mortgage obligation s purposes of calculatin included as an asset, residence, up to the ethe time of the sale of liability (except that if of sale of the Offered before such time, other esidence, the amoun indebtedness that is sthe estimated fair mar	se individual net worth, or joint net worth with his or her evalue of his or her primary residence net of any ecured by the property, exceeds US\$1,000,000 (for ag net worth: (i) a person's primary residence shall not be (ii) indebtedness that is secured by the person's primary estimated fair market value of the primary residence at the Offered Debentures, shall not be included as a the amount of such indebtedness outstanding at the time Debentures exceeds the amount outstanding 60 days er than as a result of the acquisition of the primary at of such excess shall be included as a liability) and (iii) secured by the person's primary residence in excess of reter value of the primary residence at the time of sale of es shall be included as a liability); or
Category 14.	each of the two most excess of US\$300,00	had an individual income in excess of US\$200,000 in recent years or joint income with that person's spouse in 0 in each of those years and has a reasonable ng the same income level in the current year; or
Category 15.	specific purpose of ac	ets in excess of US\$5,000,000, not formed for the equiring the securities offered, whose purchase is cated person as described in Rule 506(b)(2)(ii) under the
Category 16.	Any entity in which all one of the above cate	of the equity owners meet the requirements of at least egories.
	-	Name
	_	Signature
	_	Name and title of signatory (if applicable)
		Date

# EXHIBIT D TO THE SUBSCRIPTION AGREEMENT

### CONTACT INFORMATION FOR CANADIAN SECURITIES REGULATORS

### **Alberta Securities Commission**

Suite 600, 250 - 5th Street SW Calgary, Alberta T2P 0R4 Telephone: (403) 297-6454

Toll free in Canada: 1-877-355-0585

Facsimile: (403) 297-2082

#### **British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2

Toll free in Canada: 1-800-373-6393 Facsimile: (604) 899-6581

Email: inquiries@bcsc.bc.ca

### **The Manitoba Securities Commission**

500 - 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5 Telephone: (204) 945-2548

Toll free in Manitoba 1-800-655-5244

Facsimile: (204) 945-0330

# Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2

Telephone: (506) 658-3060

Toll free in Canada: 1-866-933-2222

Facsimile: (506) 658-3059 Email: info@fcnb.ca

# Government of Newfoundland and Labrador Financial Services Regulation Division

P.O. Box 8700, Confederation Building 2nd Floor, West Block Prince Philip Drive

St. John's, Newfoundland and Labrador A1B 4J6

Attention: Director of Securities Telephone: (709) 729-4189 Facsimile: (709) 729-6187

#### **Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street

Duke Tower P.O. Box 458

Halifax, Nova Scotia B3J 2P8 Telephone: (902) 424-7768 Facsimile: (902) 424-4625

### **Ontario Securities Commission**

20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: (416) 593-8314

Toll free in Canada: 1-877-785-1555

Facsimile: (416) 593-8122

Email: <a href="mailto:exemptmarketfilings@osc.gov.on.ca">exemptmarketfilings@osc.gov.on.ca</a></a>
Public official contact regarding indirect collection of information: Inquiries Officer

### Autorité des marchés financiers

800, Square Victoria, 22e étage C.P. 246, Tour de la Bourse Montréal, Québec H4Z 1G3

Telephone: (514) 395-0337 or 1-877-525-0337 Facsimile: (514) 873-6155 (For filing purposes only)

Facsimile: (514) 864-6381 (For privacy

requests only)

Email: financementdessocietes@lautorite.qc.ca

(For corporate finance issuers);

fonds\_dinvestissement@lautorite.qc.ca

(For investment fund issuers)

### **Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building

P.O. Box 2000

Charlottetown, Prince Edward Island C1A 7N8

Telephone: (902) 368-4569 Facsimile: (902) 368-5283

# Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2 Telephone: (306) 787-5879 Facsimile: (306) 787-5899